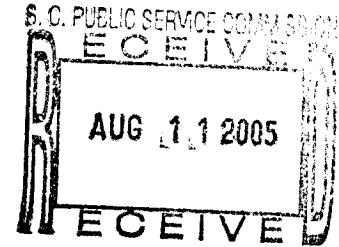


# ELLIS:LAWHORNE

John J. Pringle, Jr.  
Direct dial: 803/343-1270  
[jpringle@ellislawhorne.com](mailto:jpringle@ellislawhorne.com)

August 10, 2005



The Honorable Charles L.A Terreni  
Chief Clerk  
**South Carolina Public Service Commission**  
PO Drawer 11649  
Columbia SC 29211

RE: Application of Voicecom Telecommunications, LLC for a Certificate of  
Public Convenience and Necessity to Provide Resold Long Distance  
Telecommunications Services and for Alternative Regulation of its  
Long Distance Service Offerings  
**Docket No. 2005-85-C, Our File No. 1048-10315**

Dear Mr. Terreni:

Enclosed please find the Indemnity Bond filed on behalf of Voicecom  
Telecommunications, LLC in the above-referenced docket.

If you have any questions or need additional information, please do not hesitate to  
contact me.

Very truly yours,

John J. Pringle, Jr.

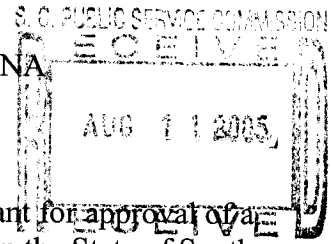
JJP/cr  
cc: Mr. Dan Mell  
Charles Hudak, Esquire  
Office of Regulatory Staff  
Enclosure

PUBLIC SERVICE COMMISSION  
INDEMNITY BOND

To the

PEOPLE OF THE STATE OF SOUTH CAROLINA

Bond No. 08757292




We, Voicecom Telecommunications, LLC, the Principal and applicant for approval of a registration application to provide telecommunications service within the State of South Carolina, and Fidelity and Deposit Company of Maryland, as an admitted surety insurer, bind ourselves unto The Public Service Commission of South Carolina, an Obligee, in the penal sum of Five Thousand (\$5,000.00) Dollars.

The total aggregate liability under this bond is limited to Five Thousand (\$5,000.00) Dollars.

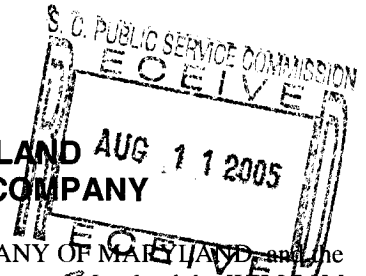
The conditions of this obligation are such that the principal shall in all respects fully and faithfully comply with all applicable provisions. This obligation shall be used to return customers' deposits and advance payments to individuals who have paid for telecommunication services of the principal if the principal is unable to provide such service or return the deposits and advance payments to its customers. Within forty-eight (48) hours of such event, the principal shall provide to insurer a list of prepaid card account codes it believes to be outstanding in the State of South Carolina together with the remaining balances. Bond agent agrees to act as administrator of the funds and to distribute remaining account balances to cardholders who request refunds in writing. This bond shall take effect as of the date hereon and shall remain in force and effect until the surety released from liability by the written order of The Public Service Commission or written correspondence from the principal with a copy to the Utilities and Transportation Commission, provided that the surety may cancel this bond and be relieved of further liability hereunder by delivering thirty (30) day written notice to The Public Service Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period. The principal will promptly reissue a Bond before the end of the thirty (30) day period for an amount equal to or greater than the value of this instrument unless the parties agree otherwise.

Dated this 2<sup>nd</sup> day of August, 2005

Voicecom Telecommunications, LLC  
BY: 

Fidelity and Deposit Company of Maryland  
BY:   
Deanna M. Robichaud, Attorney-in-Fact

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **William M. O'CONNELL, JR., Shelley CZAJKOWSKI, Celeste T. HELMS, Garry L. WESSELINK, Karen A. FEGGESTAD, Mona D. WEAVER, Deanna M. ROBICHAUD and Amy WICKETT, all of Denver, Colorado, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of William M. O'CONNELL, JR., Shelley CZAJKOWSKI, Celeste T. HELMS, Garry L. WESSELINK, Karen A. FEGGESTAD, Mona D. WEAVER, Deanna M. ROBICHAUD, Amy WICKETT, dated April 21, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 28th day of February, A.D. 2005.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



*Eric D. Barnes*

Eric D. Barnes

Assistant Secretary

By:

*William J. Mills*

William J. Mills

Vice President

State of Maryland } ss:  
City of Baltimore }

On this 28th day of February, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2007



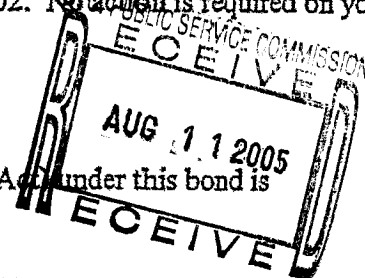
**ZURICH**

**THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND**

Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, Zurich American Insurance Company, and American Guarantee and Liability Insurance Company are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

**Disclosure of Terrorism Premium**

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$\_\_waived\_\_. This amount is reflected in the total premium for this bond.



**Disclosure of Availability of Coverage for Terrorism Losses**

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

**Disclosure of Federal Share of Insurance Company's Terrorism Losses**

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after an insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

**Definition of Act of Terrorism**

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

These disclosures are informational only and do not modify your bond or affect your rights under the bond.